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IDENTIFIERS American Federation of Teachers; *Henry Ford Community College

ABSTRACT

This agreement between the Board of Trustees of Henry Ford Community College and the Henry Ford Community College Federation of Teachers, American Federation of Teachers, Local 1650 covers the period of 1973-1975. Contents of the agreement cover recognition, board of trustee rights, union-board relations, conditions of employment, seniority, the college year, the college week, the college day, workload, class load, teaching facilities and professional improvement, grievance procedures, extended leaves of absence, personal business, jury duty, sick leave, severance pay, teacher's insurance, compensation principles, extra contractual teaching, credit for previous experience, teacher salary schedule, longevity, extra compensation, waiver of bargaining, conformity to law clause, matters contrary to agreement, and duration. Calendars are included. Document is filmed from best copy available . (MJM)

ED 086130

Agreement Between
The Board of Trustees
of Henry Ford Community
College & the Henry Ford
Community College Federation
of Teachers
American Federation of Teachers,
Local 1650

1973 - 1975

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HE 005039

Henry Ford Community
College
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48128

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AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF HENRY FORD COMMUNITY COLLEGE
AND THE HENRY FORD COMMUNITY COLLEGE
FEDERATION OF TEACHERS
AMERICAN FEDERATION OF TEACHERS, LOCAL 1650

1973-1975

This agreement is made this 18th day of June 1973 by and between the Board of Trustees of Henry Ford Community College (hereinafter called the "Board") and the Henry Ford Community College Federation of Teachers, AFT, Local 1650 (hereinafter referred to as the "Union"), for the period beginning September 1, 1973 and ending August 31, 1975.

I. RECOGNITION

A. The Board recognizes the Union as the sole and exclusive bargaining representative for the bargaining unit consisting of all classroom teachers (except part-time extra-contractual classroom teachers teaching less than eight contact hours); all department heads, all counselors and all librarians (except counselors and librarians working less than twenty hours per week). All members of the bargaining unit shall hereinafter be referred to as "teachers."

B. The Union agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination and to represent all teachers equally regardless of membership in any employee organization.

C. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, marital status or membership in or participation in; or association with the activities of, any employee organization.

D. The Board shall make no changes in the hours, wages and conditions of employment of teachers incorporated in this Agreement except upon mutual agreement of the Board and Union. The Board shall also make no changes, except upon mutual agreement of the Board and Union, in those portions of (a) the HFCC Faculty Handbook, or (b) the Staff Handbook of Administrative Regulations, or (c) the Board Policy Book which embody or constitute hours, wages or conditions of employment. When any such changes are agreed upon, the Board will within 10 days deliver 3 copies of such changes to the Union. It is understood that many matters involving hours, wages and conditions of employment as set forth in the aforementioned documents have been incorporated in this Agreement, and that in all such instances this Agreement shall supersede the aforementioned documents and constitute the controlling instrument.

New policies and regulations relating to hours, wages and conditions of employment not covered by any portion of this contract which are contemplated by the Board shall be adopted only after prior adequate consultation with the Union, with a good faith intent to reach agreement. However, the Union recognizes that failure to reach agreement following such good faith consultation shall not give rise to a grievance.

II. BOARD OF TRUSTEES RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

III. UNION-BOARD RELATIONS

A. Agency Shop

1. As a condition of employment, each member of the Bargaining Unit, beginning with (1) September 1973, or (2) the first complete month following a date thirty calendar days after employment in the Bargaining Unit, whichever month is later, and monthly thereafter during September through June of each year during the life of this Agreement, shall tender to the Union either periodic and uniformly required Union dues, or in the alternative, a service charge in an amount equivalent to the periodic and uniformly required Union dues.

2. The effective date for termination of employment of any employee who fails to comply with this Article A shall be the end of the school year in which the employee's failure to comply with this Article A occurs.

3. No employee shall be terminated under this Article A unless:

   a. The Union first has notified the employee by letter, explaining that he is delinquent in not tendering either periodic and uniformly required Union dues, and specifying the current amount of such delinquency, and warning him that unless such dues or service charge or a properly executed authorization are tendered within thirty calendar days of such notice, he will be reported to the Board for termination as provided in this Article A, and

   b. The Union has furnished the Board with a copy of the letter sent to the employee and notice that he has not complied with the Union's request. When requesting the Board to terminate the employee, the Union shall further specify the following by written notice:

"the Union certifies that

_____
Name

has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of the agreement, the Board shall terminate this employee."

4. The Board agrees that, within five days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his services shall be terminated at the end of the current school year, and the Board further agrees that, at the next meeting of the Board after receipt of the said notice, the Board shall, at its option, either adopt a resolution terminating the employment of the employee effective at the end of the current school year, or adopt a resolution initiating Tenure Act proceedings directed toward termination of the employment of the employee effective at the end of the current school year. The Board further agrees that after it has received the said notice it will not accept a checkoff authorization from such employee without the consent of the Union.

5. If any suit or proceeding of any kind shall be brought against the Board at any time before any tribunal in which a teacher or teachers, or any person or organization on his behalf, contests a discharge or discharges under the provisions of this Article A, the Union agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such suit or proceeding, and also for any and all back pay or other damages for which the Board may be adjudged liable in such suit or proceeding. The Union further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Board, until paid in full, all membership dues and service charges collected by the Board on behalf of the Union pursuant to the provisions of Article B of this Agreement. The foregoing shall also apply to any reasonable legal fees and expenses incurred by the Board and any back pay liability or other damages imposed upon the Board, in any Teachers' Tenure Act proceeding which may be initiated by the Board in order to implement the provisions of this Article A.

B. Dues or Service Charge Ch

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Sign

Date of Delivery

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The foregoing shall also apply
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B. Dues or Service Charge Checkoff

1. During the life of this Agreement, the Board will deduct one month's current uniform and periodic Henry Ford Community College Federation of Teachers dues or service charge from the pay of each Bargaining Unit employee who voluntarily executes and delivers to the Board a form authorizing such deductions.

2. The following certification form shall be used by the Union when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF UNION

I certify that until further notice the membership dues or service charge payable under Article A of the current collective bargaining agreement is _____percent of the employee's monthly contract salary per month for the months September through June.

Date _____

Signature _____
Union Financial Officer

Date of Delivery to Board _____

3. Payroll deductions shall be made only from the pay due Bargaining Unit employees on the last payday of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) voluntary authorization for deduction of Union dues or service charge and (2) the certification of the Union's financial officer as to the amount of the monthly Union dues or service charge has been delivered to the Board at least fifteen calendar days prior to the last payday of the calendar month on which the change is to become effective.

4. A Bargaining Unit employee may revoke his "Voluntary Authorization" for deduction of Union dues or service charge at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Union Payroll deductions shall terminate when a revocation has been delivered to the Board at least thirty calendar days prior to the last payday of the calendar month.

5. All sums deducted by the Board shall be remitted to the financial officer of the Union once each month by the fifteenth calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

6. The Board shall not be liable to the Union by reason of this Article B for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article B, or in reliance on any list, notice, certification or authorization furnished under this Article B.

7. The Board agrees that it will not, during the life of this Agreement, deduct dues or service charges from Bargaining Unit employees for any organization other than the Henry Ford Community College Federation of Teachers.

C. The Board shall make available to the Union upon its reasonable request and within a reasonable time thereafter such statistics and financial information, related to Henry Ford Community College and in possession of the Board as are necessary for negotiation and implementation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form unless mutually agreeable.

D. The Union will be furnished a copy of the agenda of each regular meeting of the Board with all normal attachments including the minutes of past meetings.

The Union shall be entitled to appear on the Board agenda provided that a written notification is submitted to the President's office on or before the Tuesday prior to a regularly scheduled meeting.

Lacking a written notification to appear on the agenda of the Board of Trustees, the Union shall be entitled to speak on issues affecting Henry Ford Community College at Board of Trustees meetings at such times during the meeting as are provided by the Davies-Brickel system, and as it may be amended from time to time, or at any other time agreeable to the Board.

E. Teacher representation on any committee appointed by the Board and dealing with matters within the jurisdiction of the bargaining unit, other than committees formed by agreements between the Faculty and the Administration pursuant to the provisions of the Faculty Constitution, shall be appointed by the Union.

F. Upon request, the President of Henry Ford Community College will meet personally with the President of the H.F.C.C. Federation of of Teachers, or vice versa, to discuss matters relating to the implementation of this agreement or to emphasize the significance to the College and/or the Union of any problems that may be under consideration at any level.

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IV. CONDITIONS OF EMPLOY

A. Preferred minimum
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G. Rooms at the College may be used for Union Meetings and special programs provided that:

1. Arrangements are made in advance with the Administration.

2. Meetings are scheduled within the regular shift hours of custodial staff.

H. Whenever possible, scheduling of classes of any member of the Executive Board of the Union which interfere with attendance at the monthly Executive Board meetings after 3 p.m. of the second Monday of each month shall be avoided, if names of Union Executive Board members are supplied to the Administration by November 1 for the spring semester schedule and by February 20 for the fall semester schedule.

I. Members of the bargaining unit who by arrangement between Union and Administration participate during working hours in conferences and meetings with the administration, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss in pay or benefits.

J. The president of the Union will, upon request, be provided released time during his presidency, with no cost thereto accruing to the Board and with no penalty to the individual. If this released time is not used by the president of the Union, it may be assigned at his discretion. However, if any portion of this time is to be assigned, the Union president must supply the administration with the name(s) of such teacher(s) by November 1 for the spring semester schedule and by February 20 for the fall semester schedule, except that these notification dates will be waived in an emergency situation where the Union president becomes incapacitated for a period of time sufficient to require a teaching substitute, provided that coverage can be assured for the classes affected.

IV. CONDITIONS OF EMPLOYMENT

A. Preferred minimum educational requirements for full-time teaching shall be a Master's degree in subject matter, or its equivalent, directly related to the teaching job being filled.

Every attempt shall be made to fill each vacancy with the best qualified person available.

B. The provisions of the Tenure Act of the State of Michigan shall apply to Henry Ford Community College and the parties agree not to raise the question of jurisdiction of the Tenure Commission or coverage of the Tenure Act in any proceedings before the Tenure Commission. However, if on appeal of any Tenure Act proceedings instituted by the Board against any College teacher, the Tenure Commission should rule on its own motion that such teacher is not covered by the Tenure Act and that therefore the Tenure Commission does not have jurisdiction, the Union may then refer the matter to the "Final Stage, Arbitration" of the grievance procedure as set forth in Article XII of this Agreement by delivering written notice of its desire to arbitrate to the President of the Board of Trustees within ten (10) working days after the Union's receipt of the decision of the Tenure Commission declining jurisdiction.

The provisions of Article XII concerning "Final Stage, Arbitration" shall apply, except that (a) the issue to be ruled upon by the arbitrator shall be whether the teacher was discharged or demoted for reasonable and just cause, and (b) the arbitrator shall make his ruling on the basis of the transcript of the hearing held before the Board of Trustees and such additional evidence, not merely repetitious or cumulative of matters in the transcript, as the arbitrator shall elect to receive. The parties may argue orally or submit briefs to the arbitrator, as he shall direct.

C. The Faculty Constitution of Henry Ford Community College, as it may be amended from time to time in a manner mutually agreeable to the Faculty Senate and the Administration, shall continue in force for the duration of this contract.

D. When the teacher speaks or writes as a citizen, he shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the communicator's position devolves on the teacher and a statement to the effect that he speaks as an individual, a citizen, and not in behalf of the institution should be included in this communication.

Each teacher is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within his area of professional competence. The presence of any communications device during the meeting of a class shall be subject to his permission.

E. Probationary Teachers

1. At least three and preferably four classroom observations per year shall be made by the appropriate administrator, unless extraordinary circumstances prevail, in which case the Administration may waive such requirements.

2. The Administration, if it decides to recommend to the Board the dismissal of a probationary teacher, shall furnish such teacher with a written statement containing the reason(s) for such recommendation.

Such reason(s) shall be based upon observation and/or other relevant considerations. In addition, the Administration shall provide, at the request of the affected teacher, for a conference with the administrator who recommends dismissal.

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3. When a Teacher Evaluation Form is submitted, the teacher may write any comments he feels are appropriate. The teacher's written comments will be attached to the Teacher Evaluation Form.

4. Prior to the writing of a report, it is desirable that a conference be held with the teacher involved. If any weaknesses are to be cited, a conference will take place.

5. The administrator will offer constructive comments in writing regarding any weaknesses observed.

6. Any teacher on probation may request an observation.

7. When circumstances arise that would require a tenure teacher to take a personal leave, the probationary teacher shall submit a letter of resignation.

8. No probationary teacher shall be extended rights and/or privileges not granted a tenure teacher.

F. Any written recommendation resulting from any department/division action which is forwarded to an appropriate administrator, through established channels at the College, is deserving of a written response. Such response should, in the normal course of events, be provided within ten (10) working days and should indicate the administrator's action (e.g., approval or disapproval, support or lack of support, acceptance or rejection, return to sender for any purpose, statement of need for further study or other appropriate action), including the reasons for his action.

V. SENIORITY

A. A seniority date is the February 1, May 1, September 1 or December 1 date which, subtracted from the current, will give the number of years of contractual service as an instructional employee of the Dearborn Board of Education and/or the Board of Trustees of Henry Ford Community College.

B. A College seniority date is the February 1, May 1, September 1 or December 1 date which, subtracted from the current date, will give the number of years of contractual service as an instructional employee at the College. The term "College" means Henry Ford Community College, above and hereinafter.

C. 1. Time involved in personal leave, in resignation, or time in excess of 5 years on civic leave shall not be counted as creditable service for seniority purposes, and the seniority date will be advanced accordingly.

2. Adjustments in seniority dates will be based on the period not creditable measured to the nearest quarter year, and the seniority date will be advanced to the appropriate February 1, May 1, September 1 or December 1.

D. Time involved in all professional leaves will be counted as creditable service for the purpose of seniority.

E. Personnel who begin professional service during the course of the College year will receive the seniority date nearest the date of the commencement of their employment. Should the date of commencement of employment fall equidistant between seniority dates the person will receive the nearest previous seniority date.

F. Applicable seniority shall be basically College seniority as previously defined, except that district seniority acquired outside the College prior to the existence of the College bargaining unit (September 1, 1966) shall be counted as College seniority at full value. District seniority acquired outside the College bargaining unit subsequent to the advent of the College bargaining unit shall be counted as College seniority at 1/4 of full value.

G. When ranking instructional employees in seniority order, if two or more employees have the same seniority date, they shall be ranked by the last four digits of their respective social security numbers, the one with the higher number being given higher seniority rank.

For example:

	Seniority Date	Social Security Number
Teacher #1	9-1-59	367-20-6500
Teacher #2	9-1-59	558-30-5999
Teacher #3	2-1-60	678-90-9234
Teacher #4	2-1-60	487-65-7233
Teacher #5	2-1-60	999-99-0999

H. 1. When necessary staff reduction is anticipated at the College, essential courses and/or program offerings will be determined.

The qualifications of current staff members will be reviewed.

Possibilities for realignment of staff utilization will be explored for the purpose of allowing faculty members with the greatest seniority who possess the necessary qualifications (e.g. Master's degree in subject area, graduate major, or vocational certification) to remain with the College.

An identification of faculty surplus to the College will then be made. Those not qualified to teach the prospectively existing courses and/or programs will, of necessity, be declared surplus. Those qualified to teach prospectively existing courses and/or programs will be declared surplus in inverse seniority order.

2. Full-time teachers placed on a list of surplus teachers will not be severed by the Board if the following conditions exist with relation to part-time employment within their division or area of competency:

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VI. THE COLLEGE YEAR

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Social Security Number

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558-30-5999
678-90-9234
487-65-7233
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thin their division or area

a. there is sufficient part-time or extra-contractual time (day and/or evening) in their area of teaching competence to make up a full-time program.

b. the full-time teachers so affected are willing to take those specific assignments as are available in the schedule

c. the division/department in question is able to provide the range of courses required by programs within that division/department.

d. the division/department is able to absorb and maintain, for the duration of the contract within the courses offered, any student credit hour generation which may be lost in order to effect equivalent economies.

The President of the Union will be advised of the initiation of the above processes and will be kept reasonably currently informed of progressing development of the evolution of any prospective list of surplus teachers.

3. Those employed specifically

a. to replace full-time teachers on absence or on leave

b. to staff new programs and extensions of existing programs primarily funded from other than basic state aid and/or local millage levy and limited in funding and/or duration

c. to replace full-time teachers who accept appointment to administer programs or program expansions of a fixed duration until and unless such administrative appointment is renewed on a continuing basis beyond the fixed duration of the program

shall be subject to termination at the end of any contractual year while in such a position without recourse to any of the provisions in V H 1 and V H 2.

I. The administration shall prepare annually a seniority list of full-time teachers at H.F.C.C. and, upon request, provide a copy thereof to the Union.

VI. THE COLLEGE YEAR

A. No alteration of the basic form of the college year shall be undertaken during the term of this contract without consultation and agreement with the Union.

B. The normal college year (exclusive of the Related Trades program) under the semester system shall consist of two semesters, each of which shall consist of no less than 74 and no more than 77 instructional days, exclusive of the final examination period and recognized holidays which fall within the weeks of instruction. The normal college year for the Related Trades Division shall consist of 48 weeks. (Recognized holidays shall be Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday and Decoration Day.)

C. All contracts issued to teachers shall be school month contracts.

D. The 8-week summer session shall be scheduled in addition to the normal college year, but any alteration in its length or calendar shall be subject to agreement and consultation with the Union.

The final examination period shall normally be considered to be the last scheduled day of classes in the summer session. Any day on which classes are officially dismissed in recognition of Independence Day shall be a paid holiday for all teachers who are members of the bargaining unit employed for that week and the week before and/or the week after said holiday.

VII. THE COLLEGE WEEK

The normal college week shall include, and be limited to, the days Monday through Friday.

VIII. THE COLLEGE DAY

A. The college day at Henry Ford Community College shall include such scheduled class sessions as the individual work load may prescribe, regularly scheduled conference hours and the individual teacher's laboratory duties and such additional time as may be necessary to fulfill committee assignments and other necessary professional responsibilities, such as enrollment and registration responsibilities. The Union agrees that teachers will be expected to continue to offer some assistance voluntarily with College sponsored activities involving the student body or the public which require professional help beyond the efforts of those staff members directly and continuingly involved.

B. Beginning times of classes taught as part of the teacher's regular teaching assignment shall not be more than six hours apart on any given day and the span of class time on any given day shall not exceed seven consecutive hours, except that in the R.T.I. program this time limitation may be extended on no more than two days a week, such days not to be consecutive, in the event that such an extension should be necessary to the effective conduct of the program.

Whenever scheduling difficulties cannot be resolved within the usual 7-hour limitation which may arise because of concurrent demands on facilities from the Technical and the R.T.I. programs and/or calendars, these difficulties may necessitate an 8-hour span of time for some members of the Technical division. In no case should more than 50% of any one department be so affected in any one semester nor should any one faculty member be so affected in consecutive semesters. Such arrangements are best effected in a cooperative effort between teaching faculty and administration.

Any other exceptions to the above will occur only by agreement between the Union and the administration to which the president of the Union and the Labor Relations Office are party.

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IX. WORK LOAD

A. The full-time teaching load in the College parallel, the technical, the R.T.I. and, when applicable, the M.T. programs, shall be considered to consist of 15 contact hours per week, with provision for minor variations to accommodate differing contact hours for particularized courses. However, 12 contact hours per week shall be considered to be the work load for full-time teachers who teach three or more composition classes (English 1, 10, 11, 31, 32, 45).

A contact hour is defined as a 50-minute classroom session, inclusive of laboratory periods.

It is agreed that, in order to avoid any R.T.I. class dropping below 14 sessions per tri-mester, the administration may transpose "lights" of instruction.

B. The teaching load shall also include one (1) announced, posted and scheduled conference hour, during which teachers will be regularly available to students, for each three (3) contact hours in the regular assignment.

C. A minimum of 25 hours per week should be spent on the college campus for purpose of meeting classes, for conference-office hours (scheduled and unscheduled) and for such official faculty, committee and divisional or departmental meetings as may be scheduled.

D. The normal work load for librarians and counsellors shall be considered to be 35 hours per week. The same shall be true of other teachers performing non-teaching responsibilities exclusively.

E. All arrangements for substitutes for contractual or extra-contractual teaching shall be conducted through the Coordinator, Division Head, or Department Chairman and shall have the approval of the appropriate Dean.

X. CLASS LOAD

The number of students assigned to classes shall be limited by existing practice. Special consideration will be given to the problems of introducing new courses or sustaining advanced courses essential to the integrity of particular programs and/or departments, and to commitments made to students enrolled in sequential programs.

XI. TEACHING FACILITIES AND PROFESSIONAL IMPROVEMENT

A. The administration shall make every effort to provide each faculty member ample office space, and the equipment necessary, such as a desk, swivel chair, visitor's chair, file cabinet and bookcases, for effective instructional preparation and function. The objective should be a one-man office for full-time faculty and opportunity for private conferences with students by part-time faculty.

B. The Board shall continue to provide at no charge a year-around parking place for all teachers.

C. Any teacher assigned, as a part of his regular load, to teach classes on both campuses in a single day or on one campus and at another location off-campus, shall be compensated for round-trip travel between said campuses or campus and location at a rate of 17¢/mile, mileage to be determined by school district maps or mileage charts or, if such should not provide the necessary mileage, by actual odometer reading for district travel.

D. The Board shall continue to provide a comfortable Faculty Lounge with facilities for eating, relaxing, and professional conferences and meetings.

E. The Board shall establish and maintain a travel and conference fund for faculty in its operating budget in the amount of $60.00 per teacher, said funds to be allocated and administered according to procedures already established at the College. The purpose of the provision of such funds is to allow the opportunity for attendance at conferences which will serve to enhance either the professional competencies of the instructor or the quality of instruction to NFCC students or both. The president shall bear the responsibility to assure that the intent and the prospective product of the conference to which attendance is requested appears to serve these purposes. When the travel or conference is initiated by administrative request for the purpose of serving administratively determined ends, the provision of funds for such travel shall not deprive other members of the travel-conference group of the opportunity to participate in conferences of their own choosing.

With administrative approval, additional funds may be made available for invitational participation in programs which reflect credit upon both individual teachers and the College.

XII. GRIEVANCE PROCEDURE

A. Definition of Grievance

The term "Grievance" shall be interpreted to mean a complaint by a teacher or by the Union in its own behalf that (1) there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or (2) there has been a violation, misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of Teachers in effect from time to time. Whenever the term "Teacher" is used it may be interpreted as a plural.

B. Statement of Basic Principles

1. Every teacher or group of teachers shall have the right to present grievances in accordance with these procedures.

2. All discussions shall be kept confidential during procedural stages of the resolution of a grievance.

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3. A teacher who participates in these grievances procedures shall not be subject to discipline or reprisal because of such participation.

4. Administrators have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.

5. The failure of an administrator at any level to communicate his decision to the teacher or union within the proper time limits permits the teacher to proceed to the next stage within the limits provided had the decision been rendered on time.

6. The failure of a teacher or the Union to appeal a decision to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on that teacher's grievance.

7. The teacher (or group of teachers) has a right to be present and to be represented, at his option. If the teacher elects to be represented his representative shall not be a representative of any teacher organization other than the Union.

8. When the grievance originates at an administrative level higher than coordinator, division head or department chairman, the teacher (or the Union) shall start the grievance at the appropriate written stage of the grievance procedure as designated herein.

9. In any instance where the Union is not represented in the grievance procedure, the administrator making the decision will notify the Union in writing of the resolution of the grievance at each level. The Union may appeal any decision which would seem either to violate any term of the contract or to affect working conditions of the teachers in the bargaining unit.

10. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are during school hours all employees whose presence is required shall be excused, with pay, for that purpose.

11. The placement of a teacher on a third year of probation, the denial of tenure, or action brought against a teacher under the Tenure Act shall not be considered as falling within the province of the grievance procedure, except as specified in Section B of Article IV. However, a probationary teacher who has been notified of denial of tenure or of placement on third year of probation will, upon the teacher's written request, be granted an interview with the President. The teacher may be accompanied by a Union representative if the teacher so desires. Upon the teacher's advance written request, the President will arrange for the presence of the appropriate Coordinator, Division Head or Department Chairman.

C. Individual Grievance Procedure

1. Preliminary Stage

In the interest of maintaining harmonious relations, the aggrieved teacher may have an oral conference with the coordinator, division head, department head, department chairman or appropriate administrator upon discovery of the grievance and prior to initiating formal written grievance procedures.

2. Formal Stages

First Written Stage, College Administration

a. Any grievance shall be forwarded in writing to the respective dean within whose jurisdiction the grievance occurred within 23 working days of the discovery of the grievance.

b. The dean shall return copies of the grievance to the teacher and the Union with his decision in writing within 10 working days of the receipt of the grievance.

Second Written Stage, College Administration

a. If the teacher (or Union) is dissatisfied with the decision at the first stage, he (or the Union) may refer the matter directly to the President by submitting a copy of the grievance and the decision returned to him by the dean within 10 working days of its receipt.

b. The President, or his designated representative, shall inform in writing the aggrieved teacher, the Union, and the Dean involved of his decision within 10 working days of the receipt of the grievance. The aggrieved teacher (or the Union) shall have the right to a conference with the President, or his designated representative, within this time limit.

Third Written Stage, Board of Trustees

a. If the teacher (or the Union) is dissatisfied with the decision of the President, or the President's designated representative, the teacher (or the Union) may refer the matter to the Board of Trustees within 10 working days after receipt of the decision of the President, or the President's designated representative, by submitting a copy of the grievance and all previous decisions to the Chairman of the Board of Trustees.

b. Within 30 days shall meet to Union shall ha the Board shall and the Union

Final Stage, Arbit

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b. The arbitrator' the fifteenth (of the parties, day either part of its desire t If such writte not become fin

3. Time for Implement

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XIII. EXTENDED LEAVES OF ABSENCE

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A. Professional Leaves

1. General Provisions

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b. Within 30 days of the receipt of the grievance the Board shall meet to consider it. The aggrieved teacher or Union shall have the right to be heard. The decision of the Board shall be communicated in writing to the teacher and the Union within 5 working days of the formal action.

Final Stage, Arbitration

a. If the Union is dissatisfied with the decision of the Board, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President of the Board within ten working days after the Union's receipt of the decision of the Board. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. The arbitrator shall confine his opinion to the sole question of whether or not (1) there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or (2) there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of teachers in effect from time to time. He shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or administration.

b. The arbitrator's award shall become final and binding on the fifteenth (15th) day following its delivery to both of the parties, unless prior to such fifteenth (15th) day either party gives written notice to the other party of its desire that the award not be final and binding. If such written notice is timely given, the award shall not become final and binding but shall be advisory.

3. Time for Implementation

Any agreement reached through the grievance procedure must be implemented as soon as conditions and circumstances make possible. When conditions and circumstances permit, such a decision will be implemented within thirty calendar days.

XIII. EXTENDED LEAVES OF ABSENCE

Requests for leaves of absence not specified as professional or personal leaves and not provided for under policy shall not be granted. Except as specifically provided in this article no payments of any kind will be made to or for a teacher on any extended leave of absence.

A. Professional Leaves

1. General Provisions

a. A teacher returning from a Professional leave shall have the right to return to the division or department which he left. In the event of the elimination of the position during the interim, seniority at Henry Ford Community College shall be the determining factor in filling staff assignments for which the teacher is qualified.

b. Upon return from professional leave a teacher shall receive any regularly scheduled salary increases granted, including increments, and shall also be subject to any general salary adjustment which may be effected.

c. A request for an extension of a leave of absence must be made in writing and submitted at least 60 days before the end of the semester in which the leave is to terminate. Failure to request an extension shall constitute termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.

d. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon his return.

e. Teachers who have been on a Professional Leave shall not be eligible for another Professional Leave for a three year period after their return.

f. Applications for Professional Leave shall be filed in the President's Office not later than March 1st or November 1st preceding the semester that the leave shall become effective.

g. Professional Leaves shall be limited to:

(1) Advanced Study Leaves
(2) Sabbatical Leaves
(3) Leaves for Exchange Teaching and/or Assignment
(4) Leaves for Foreign Country or Military School Teaching and/or Assignment
(5) Leaves for Participation in National Defense Graduate Fellowship Program

2. Advanced Study Leaves

Any tenure teacher with a minimum of three years of active service at Henry Ford Community College may be granted a leave of absence without pay for advanced study for a period not to exceed one year, upon recommendation of the President. Any extension of such leave shall be made only by special action of the Board upon recommendation of the President.

3. Sabbatical Leaves

a. Sabbatical Leave shall be interpreted as leave from duty granted to any teacher after seven years of active service in the Dearborn Public Schools (or after such number of years as may be permitted by amendment of present law), at least four of which must be at Henry Ford Community College, for the purpose of improving instruction. If teachers who qualify under the four year provision do not fill the quota then the four year provision shall be waived. Sabbatical Leave may be granted for one year or for one semester as may be recommended by the President and approved by the Board.

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b. Leave granted for professional study, for work on publications, for travel, or for travel combined with study, or for any other reason which, in the opinion of the President, will improve instruction at Henry Ford Community College or will improve the efficiency of the teacher shall be considered consistent with the purposes of Sabbatical Leave.

c. Remuneration to teachers granted Sabbatical Leave shall be at the rate of one half the salary to be received at the time the leave begins and such remuneration not to extend beyond one year. The Board will continue to pay such insurance premiums as may be in effect for teachers not on Sabbatical Leave.

d. Not more than two per cent of the teachers at Henry Ford Community College shall be granted Sabbatical Leave in any one year.

e. In determining his recommendations on requests for Sabbatical Leaves, the President shall consider the following items:

(1) The extent of the applicant's professional study, growth, contribution, and successful service during the preceding seven years.

(2) The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

(3) The length of uninterrupted service at Henry Ford Community College.

(4) Reasonable and equitable distribution of applicants among the divisions and departments of the College.

f. A teacher granted Sabbatical Leave shall not engage in remunerative work while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvement are accepted.

g. A teacher who does not return to Henry Ford Community College for a period of at least one year after completing his Sabbatical Leave shall reimburse the Board for all monies received from it during such leave.

4. Leaves for Exchange Teaching and/or Assignment

a. After having served three years at Henry Ford Community College, a tenure teacher may be granted a one-year Leave for Exchange Teaching and/or Assignment.

b. Any request for such leave shall be judged by the President upon its merits, namely what benefits can be derived from such an assignment.

c. Not more than one per cent of the teachers at Henry Ford Community College shall be granted such leave in any one year.

d. The plans as formulated by the office of the United States Commissioner of Education, in which each exchange teacher remains under the control of the home district in matters of pay, tenure, and other related considerations, shall be in full effect.

e. Opportunities for Exchange Teaching and/or Assignment positions shall be advertised.

5. Leaves for Foreign Country or Military School Teaching and/or Assignment

a. After having served three years at Henry Ford Community College, a teacher may be granted Leave for Foreign Country or Military School Teaching and/or Assignment for a period of one year upon recommendation of the President. Such leave is subject to renewal by the Board for one additional year.

b. Any request for such leave shall be judged by the President upon its merits, namely, what benefits can be derived from such an assignment.

c. Not more than one per cent of teachers at Henry Ford Community College shall be granted such leave in any one year.

6 Leaves for Participation in National Defense Graduate Fellowship Program

a. National Defense Graduate Fellowship Leaves may be granted for a period of three years or any part thereof for successful completion of a graduate program in pursuance of a master's degree or a doctor's degree upon the recommendation of the President and approval of the Board.

b. Such conditions as apply to Sabbatical Leave shall apply to those leaves except that these leaves may be extended by three years or a part thereof.

B. Personal Leaves

1. General Provisions

a. A teacher returning from Personal Leave shall have the right to return to the division or department which he left. In the event of the elimination of the position during the interim, seniority at Henry Ford Community College shall be the determining factor in filling staff assignments for which the teacher is qualified.

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b. Upon return from a Personal Leave a teacher shall receive any regularly scheduled salary increase granted, excluding increments (except in the case of Military and Peace Corps Leaves for which service increments shall be awarded), and shall be subject to any general salary adjustments which may be effected.

c. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon his return.

d. Personal Leaves shall be limited to:

(1) Extended Health Leaves Due to Physical or Mental Causes
(2) Leaves to Care for Ill Members of Immediate Family
(3) Child Care Leaves
(4) Involuntary Leaves
(5) Military and Peace Corps Leaves
(6) Leaves for Public Service
(7) Leaves for National or State Union Duty

2. Extended Health Leaves Due to Physical or Mental Causes

a. Extended Health Leave due to physical or mental causes not falling within Sick Leave Policy may be granted to tenure teachers upon request by the teacher, recommendation by the President, and approval by the Board. Such request shall be in writing and shall be accompanied by a written diagnosis by the attending physician. Such extended Health Leave may be considered for renewal annually.

b. A request for an extension of leave or notice of intention to return must be made in writing and submitted at least 60 days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave will constitute termination of employment, subject to the provisions of the State Tenure Act. Notices of intention to return must be accompanied by a doctor's statement attesting the teacher's fitness.

3. Leave for Care of Ill Members of the Immediate Family

a. Leave may be granted to tenure teachers to care for ill members of the immediate family upon request by the teacher, recommendation by the President, and approval by the Board. Sufficient proof must be submitted to the President that leave or extended leave is necessary before the request will be granted.

b. The immediate family shall be construed to include husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and close relative-in-law or close associate.

c. A request for an extension of leave or notice of intention to return must be made in writing and submitted at least 60 days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave shall constitute termination of employment, subject to the provisions of the State Tenure Act.

4. Child Care Leave

a. A tenure teacher who becomes legally responsible for a child, gives birth to a child, adopts a child or acquires a child by marriage is eligible for Child Care Leave.

b. Request for a Child Care Leave shall be submitted in writing to the President's office ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.

c. Child Care Leave, when granted, shall initially be for whatever portion remains of the school year in which leave begins, or for the entirety of the school year with which leave begins. Such initial leave shall be subject to not more than two (2) annual one-year renewals.

d. Request for renewal must be made to the President's office, in writing, at least ninety (90) days before the end of the semester with which leave will expire.

e. Return from Child Care Leave, other leave provisions of the contract notwithstanding, will be to a comparable position in the Henry Ford Community College, not later than two years from the end of the school year in which or with which leave began. Failure to request renewal, and/or failure to notify the president's office in writing of intent to return, at least ninety (90) days prior to the end of the final semester of leave, in response to notification by the Personnel Office, will constitute termination of employment.

f. A return from Child Care Leave prior to the expiration of the leave shall occur only with the consent of the teacher and the approval of the President.

5. Involuntary Leave

a. A teacher may be requested to take Involuntary Leave when it is apparent to the President that the teacher is no longer able physically and/or mentally to discharge his duties in a competent manner.

b. With the approval of the Board, the President may request in writing that any teacher take a physical or mental examination at Board expense, the results of which may be used for determining Involuntary Leave.

c. When an examination is requested, a report of three physicians shall be required; one physician shall be selected by the teacher, one selected by the Board and one mutually agreed upon by both parties.

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d. A teacher requesting return from Involuntary Leave may return only upon the recommendation of the President and by approval of the Board within the provisions of the State Tenure Act. The request to return must be made at least sixty days prior to the return date.

6. Military and Peace Corps Leaves

a. Any teacher at Henry Ford Community College who may enlist or be conscripted into the Defense Forces of the United States for military service or training or into the Peace Corps shall be reinstated as a regular teacher with full credit including annual increments under the salary schedule. Reinstatement shall be contingent upon written request supported by a doctor's statement that said applicant is fully qualified to perform the duties of his position.

b. Request to return from leave must be made at least sixty days prior to the beginning of the semester in which the teacher requests to return.

c. Increment credit for Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.

d. When an employee must take temporary Military Leave (not to exceed 14 school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay for the period of service and the military pay for the weekdays of military service during the school year, and shall provide a substitute for his position.

7. Leaves for Public Service

a. A teacher may be granted Leave for Public Service on an annual basis if he is elected or appointed to public office, subject to sufficient notice to make adequate provision for replacement. Such leave shall not be extended beyond a second year and the request for extension must be made in writing at least sixty days before the expiration date of the original leave.

b. No more than one teacher shall be allowed such leave in any one year.

8. Leaves for National, State or Local Union Duty

a. A teacher may be granted leave for National or State Union Duty for one year, subject to annual renewal at the discretion of the Board. Request for renewal must be made in writing at least 60 days before the expiration of any year of leave. No more than one teacher shall be allowed such leave at any one time.

D. A teacher elected to office in Local 1650 will upon written request be granted leave of absence, full or part-time, for so long as he holds such office. Request for such leave must be made in writing at least 60 days before the beginning of the semester in which the leave is to become effective, and notification that the teacher intends to terminate such leave must be given in writing at least 60 days before the beginning of the semester in which the termination of leave is to become effective.

XIV. PERSONAL BUSINESS

Each full-time teacher will be allowed a total number of personal business days equivalent to one-half (1/2) day per contractual month.

A. Personal [illegible] days are provided for personal business of a non-profit [illegible] that cannot be taken care of outside of school hours. When an instructor makes use of a personal business day, it is assumed by the administration and the instructor that the activity in which he is engaged on that day is more important than his teaching responsibility on that particular day.

B. In the event a teacher is confronted with a death in the family, with a required court appearance pursuant to subpoena, with the need for care of a member of the family or with catastrophic events resulting in imminent danger to family or to non-business property, and has already expended his personal business days, the President may grant additional days not to exceed five.

XV. JURY DUTY

A leave of absence shall be granted a teacher called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid. The Board shall only be obligated to pay said difference where the teacher cooperates with the administration in seeking to be excused from such service.

XVI. SICK LEAVE

A. The sick leave bank of each teacher shall be frozen at the balance accumulated up to and including June 30, 1966. Any Dearborn School District teacher who transfers to Henry Ford Community College will be credited with any unused sick leave accumulated to the date of transfer.

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B. Each teacher shall be credited with one day of sick leave for each month of employment at the beginning of each fiscal year. The days so credited shall be non-cumulative.

C. All sick leave in excess of that credited in the above paragraph shall be charged against the balance accumulated up to and including June 30, 1966. When all accumulated sick leave has been exhausted, the teacher shall be entitled to Weekly Accident and Sickness Benefits as described under Article XVII, Section B.

D. Credited sick leave days may be used prior to being earned; however, any unearned sick days that have been so used will be deducted from the final pay in case of termination of employment.

E. Sick leave shall be granted for purposes of personal illness only. A teacher who takes an extended sick leave of more than ten (10) consecutive working days shall have and, upon request, present to his immediate supervisor, a certificate from his physician authorizing his return to work before returning to work.

F. Teachers employed in a summer school program shall be credited with two days sick leave, non-cumulative.

G. Teachers who are members of the Bargaining Unit employed in a night school program, shall be credited with two days sick leave for each year (three in PTI), such days to be non-cumulative and to be used in connection with continuing night school assignment only.

H. Sick days will be taken in one (1) day or one-half (1/2) day units. One-half (1/2) day units will be used on days when at least one class, and/or one-half (1/2) the scheduled classes for that day, whichever is greater, are met. If the number of classes scheduled for a given day is an uneven number, the one-half (1/2) shall be rounded off downward. Half-day computation will be used for Librarians and counselors when 1/2, or the closest fraction to 1/2, their scheduled day's duties are met. Full-day computation will used in the instances when less than the scheduled duties outlined in the 3 previous sentences are met.

XVII. SEVERANCE PAY

A. Any regular teacher who retires and the estate of one who dies while employed by the Board shall be eligible for severance pay of one and one-half (1 1/2) days pay for each full year of active service in the Dearborn Public Schools. Time spent on Professional Leave and Personal Leave, Sabbatical excepted, will not be counted as active service. For purposes of computation of a day's pay the fraction of 1/20 of a month's pay will be used.

B. A retiree, in order to be eligible for severance pay, must qualify for regular and/or medical retirement under the Michigan School Employees Retirement System. Any employee who retires after age of sixty-two (62) shall also be eligible for severance pay.

XVIII. TEACHER'S INSURANCE

A. Workmen's Compensation

The Board shall carry Workmen's Compensation Insurance so that a teacher disabled from an injury or disease due to his employment may receive medical attention, and weekly benefits while losing pay. Such Insurance shall cover all benefits required by Michigan's Workmen's Compensation Act.

B. Weekly Accident and Sickness Benefits

Any regular teacher who has used his 10 allotted sick days for a given year and has used all of his accumulated sick leave shall receive weekly accident and sick leave benefits amounting to 75% of his contract salary payable for as long as 52 weeks if a disability commencing during the term of the policy prevents him from performing his usual work as provided in Michigan Life Insurance Company "Michigan Teachers Complemental Accident and Sickness Plan". If after 52 weeks he is totally disabled and house confined, one-half the weekly benefit shall be payable for as long as 52 additional weeks.

C. Accidental Death or Dismemberment Benefits

The Board shall pay the full premium for accidental death or dismemberment benefits for each teacher if he shall sustain any of the losses listed below within fifty-two (52) weeks after an accident:

Life	$5,000
Both Hands or Both Feet	$5,000
Sight of Both Eyes	$5,000
One Hand and One Foot	$5,000
Either Hand or Foot and Sight of One Eye	$5,000
A Hand, Foot or Sight of One Eye	$2,500
Thumb or Index Finger	$1,250

D. Group Term Life Insurance

1. The Board will provide $12,000 group term life insurance for each employee. All employees termed regular employees by contract provisions are eligible for such insurance. The employee will enroll and designate his beneficiary on the proper application form.

2. Coverage for new employees will become effective the first of the month following the beginning date of employment, provided the necessary enrollment forms have been filed with the Payroll Department.

3. Employees being terminated or no longer receiving payroll checks have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

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F. Hospital-Surgical-Medical Benefits

1. The Board shall provide coverage for hospital-surgical-medical benefits. Coverages shall be the hospital expense benefits provided for semi-private accommodations under the Comprehensive Hospital Care Certificate of Michigan Hospital Service with HVF #2 and Master Medical and the surgical-medical expense benefits provided under the Employment Group Benefits Certificate of Michigan Medical Service with Master Medical, HVF #2, prescription coverage with the $1.00 deductible and NC Rider. In addition, full payment in the form of reimbursement for the F Rider will be made in January and June according to the procedure established by the Business Office. This will include presentation of evidence of payment and establishment of eligibility of the dependent rider.

2. The Board will make monthly contribution for the following month's coverage on behalf of each subscribing employee, toward the cost of the hospital-surgical-medical coverages described above equal to the full subscription rate or premium charge for the classification or coverage to which the employee shall have subscribed according to his marital status and the number of his dependents, provided that such coverage is not in excess of the coverage described in the next paragraph.

3. The coverage for which the Board will contribute under the foregoing may be, at the employee's option, protection for (1) self only, or (2) self and family (including only spouse and eligible children 19 years of age and under). Coverage will only be provided if proper enrollment forms and/or contract revision forms have been properly filed with the Payroll Department.

4. For those employees who do not desire the above coverage, the board will make monthly contributions to Metro Hospital Plan on behalf of subscribing employees, towards the cost of such coverage on the same basis and subject to the same limitations as are contained above. This coverage will be the best equivalent of the above benefits insofar as is possible.

5. Employees may enroll under the "new hire" clause, within thirty days of the date of original employment. Subsequent opportunities to enroll in either of the above plans shall be provided only during enrollment periods specified by the carrier.

XIX. COMPENSATION PRINCIPLES

A. Salary of full-time members of the bargaining unit shall be determined by the terms of this Agreement in respect to salary schedule and experience and qualification credits. The salaries of part-time members of the bargaining unit shall be determined in the same standard manner as those of other part-time teachers, except that such members shall advance on the salary schedule in the same way as full-time members of the bargaining unit.

B. In 1973-1974, September checks will be paid to those reporting on opening day on Friday, September 14, 1973. October through May checks will be paid on the fifteenth of each month. The June check will be paid on Friday, June 7, 1974.

In 1974-1975, September checks will be paid to those reporting on opening day on Friday, September 13, 1974. October through May checks will be paid on the fifteenth of each month. The June check will be paid on Friday, June 6, 1975.

B. Teachers will be paid on a monthly basis with no funds withheld for summer pay.

C. When a scheduled pay day falls within the first three days of a school vacation period or on a weekend, paychecks shall be available on the last teaching day preceding the school vacation period or weekend. During vacation periods, paychecks shall be available at the Business Office on the scheduled payroll dates.

D. The Board shall pay on a current basis those monies earned for extra-pay for extra duties which are year-long in nature. Those responsibilities which are not year-long shall be paid for at the end of the activity involved.

E. The salaries of all teachers employed for the summer school session shall be paid in two installments on the fourth and eighth Fridays respectively.

F. Salaries of all teachers, other than contract, summer school and extra-duty pay, shall be paid on scheduled pay days with the exception of the month of June when payment shall be made on the 30th of June.

G. The Board shall make all payroll deductions as required by law and such other deductions as may be agreed to by the parties.

H. Salary errors will be adjusted upon detection and made retroactive within legal limits.

I. Teachers receiving advanced degrees shall be placed on the new level of the salary schedule at the beginning of the semester which follows written notification to the Personnel Office of the accomplishment of the degree. It is expected that official verification of the awarding of the degree will be forwarded to the Personnel Office within the first semester during which payment for the degree is provided.

J. Salaries for part-time teachers not represented by the Bargaining Unit shall be set at neither a rate so low as to constitute employment competition nor so high as to constitute discrimination against teachers in the Bargaining Unit.

K. A teacher may be given administrative approval to teach a reduced load (not less than 1/2 the normal load) for a proportionately reduced salary.

Such approval may be granted a teacher if he has reached age 60 or will reach that age during the school year in which the reduced load is to be taught.

Such approval may be granted a teacher if conditions of health make a reduced load advisable.

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XV. EXTRA CONTRACTUAL TEACH

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Administration may terminate any privilege granted to a teacher under this section at the end of any semester or year, and will ordinarily reserve such privilege for persons who have taught at least seven years at the College.

No teacher shall engage in any other gainful employment of any kind while teaching a reduced load under this section.

XX. EXTRA CONTRACTUAL TEACHING

A. The standard rate of pay for extra contractual teaching shall be at 1/70 of the monthly contract salary per contact hour, except that for teaching in the regular college summer school program the rate shall be at 1/60 of the monthly contractual salary of the previous year per contact hour. Hourly pay will be rounded off to the nearest $.25.

B. Non-teaching extra contractual work requiring professional skill or responsibility of a recurring but occasional nature, such as night school registration advising, shall be compensated at the rate of 1/140 of the monthly contractual salary per clock hour. Hourly pay will be rounded off to the nearest $.25.

C. Counselors, librarians and all other teachers whose work load is prescribed on other than a class contact hour basis who engage in their respective activities on an extra-contractual basis shall be paid at the rate of 1/140 the monthly contract salary per clock hour. (The summer session clock hour salary shall be determined on the basis of the previous college year's contract salary.) Hourly pay will be rounded off to the nearest $.25.

D. In respect to extra contractual teaching assignments, a regular semester load of five contact hours or a summer load of sixteen contact hours per week is considered to be a desirable professional limit in the best interest of students, the college and the faculty. Exceptions to the above may be made when emergency substitutions are necessary, where discrepencies of relatively short duration between the beginning and ending times of overlapping calendars exist, and/or other extenuating circumstances make such action necessary. Such exceptions should be initiated by the administration after consultation with the division and/or department involved. Notification of such decisions will be sent to the Union president.

E. When extra-contractual assignments and emergency substitutions are made, the following are the priorities which must be considered:

1. Qualified teachers in the department which is offering the class.

2. Qualified teachers in the division which is offering the class.

3. Qualified members of the college faculty.

Wherever possible extra-contractual assignments will be made according to IV A with the advice of the members of a division and/or department.

XXI. CREDIT FOR PREVIOUS EXPERIENCES

A. New teachers employed at the College by the Board shall be given credit for all full-time teaching experience up to six years, provided that there is no retroactive effect of this provision. Teachers transferring to the College from within the district will be given credit for all full-time teaching experience credited in the district. Part-time teaching experience may be provided credit on an adjusted, pro-rated basis rounded off to the nearest full semester.

B. Teachers who have served in the armed forces of the United States shall be given experience credit of one-half year for each year of military service up to four years of such military service.

C. New teachers with work experience directly pertaining to their teaching assignment shall be given credit for each full year of work experience (meaning at least 11 consecutive months of full time employment with a given employer) up to a maximum of five years of work experience.

Experience necessary for the achievement of Vocational Certification shall not be considered as creditable in terms of this provision in any instance where Vocational Certification is accepted in lieu of a Master's degree for salary determination purposes.

Application for such credit must be made through channels not later than November 1 or two months after initial employment, whichever is later.

It shall be the responsibility of the Dean responsible for the program into which the new teacher is to be introduced to justify the pertinence of the work experience for which credit is proposed.

Teachers now holding a Bachelor degree and a vocational certificate or approval who are presently on the Masters salary lane by prior agreements or policies shall remain on the Masters lane. New teachers hired after this agreement becomes effective shall be eligible for such provisions of this section at the time of employment.

The following conditions will apply for vocational-technical recognition for MA + 30 approval:

1. Instructor must hold MA degree.

2. Instructor must have completed 12 semester hours, or equivalent term hours, of credit in professional vocational teacher education courses acceptable to the State Board of Education.

3. Instructor must have completed 3 years of teaching re-imbursable vocational-technical courses at HFCC on a full time contractual basis while in an Approval status.

4. Instructor must have 2 years industrial experience in the occupational area concerned, provided such experience is acceptable to the State Board of Education.

5. Instructor must h

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5. Instructor must have state vocational Approval.

6. A Permanent Vocational Certificate shall meet the requirements of 2, 3, 4 and 5 above.

D. All of the above determinations (Article XXI Sections A, B and C) shall be subject to the following limitations for persons having a Master's degree or above:

1. Persons having 0, 1 or 2 years of creditable experience will be placed on Step 3 of the appropriate lane in the Salary Schedule.

2. Persons having more than 2 years of creditable experience will be placed in the appropriate lane on the following basis:

3 years --- Step 4
4 years --- Step 5
5 years --- Step 6
6 years --- Step 7

3. No persons newly employed in the district shall receive more than 6 years creditable experience under terms of this provision of the contract, nor shall any such person be placed higher than on Step 7 of the appropriate lane for the first year of employment.

E. All of the above determinations (Article XXI Sections A, B and C) shall be subject to the following limitations for persons having less than the Master's degree:

1. Persons having 0 or 1 year of creditable experience will be placed on Step 2 of the Less than MA schedule.

2. Persons having more than 1 year of creditable experience will be placed on the Less than MA salary schedule on the following basis:

2 years --- Step 3
3 years --- Step 4
4 years --- Step 5
5 years --- Step 6
6 years --- Step 7

3. No person newly employed in the district shall receive more than 6 years creditable experience under terms of this contract, nor shall any such person be placed higher than on Step 7 of the Less than MA salary schedule for the first year of employment.

XXII. H.F.C.C. TEACHER SALARY SCHEDULE

A. 1973-1974 Salary Schedule

Step	Master's Degree	Master's Degree + 30	Doctorate Degree
2			
2½			
3	$ 9,275	$ 9,725	$10,175
3½	9,575	10,025	10,475
4	9,875	10,325	10,775
4½	10,175	10,625	11,075
5	10,475	10,925	11,375
5½	10,787	11,237	11,688
6	11,100	11,550	11,906
6½	11,412	11,862	12,308
7	11,725	12,175	12,630
7½	12,037	12,499	12,964
8	12,355	12,829	13,296
8½	12,684	13,172	13,645
9	13,020	13,520	13,993
9½	13,366	13,867	14,340
10	13,715	14,216	14,689
10½	14,062	14,563	15,036
11	14,410	14,911	15,384
11½	14,758	15,259	15,73[illegible]
12	15,106	15,607	16,080
12½	15,453	15,954	16,427
13	17,850	18,300	18,750
13½			19,090
14			19,438

B. 1974-1975 Salary Schedule

Step	Master's Degree	Master's Degree + 30	Doctorate Degree
2			
2½			
3	$ 9,550	$10,000	$10,450
3½	9,850	10,300	10,750
4	10,150	10,600	11,050
4½	10,450	10,900	11,350
5	10,750	11,200	11,650
5½	11,062	11,512	11,955
6	11,375	11,825	12,261
6½	11,687	12,137	12,583
7	12,000	12,450	12,905
7½	12,312	12,774	13,239
8	12,630	13,[illegible]	13,573
8½	12,959	13,[illegible]	13,920
9	13,295	13,[illegible]	14,268
9½	13,641	14,142	14,615

1974-1975 S

Step

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XXIII. LONGEVITY

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XXIV. EXTRA COMPENSAT

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1974-1975 Salary Schedule Continued

Step	Master's Degree	Master's Degree + 30	Doctorate Degree
10	$13,990	$14,491	$14,964
10½	14,337	14,838	15,311
11	14,685	15,186	15,659
11½	15,033	15,534	16,007
12	15,381	15,882	16,355
12½	15,728	16,229	16,702
13	18,700	19,150	19,600
13½			19,944
14			20,288

For purpose of the computation of a day's pay, the fraction of 1/20 of a month's pay will be used.

R.T.I. 12-month contracts will run from September 1 to August 31.

XXIII. LONGEVITY

Teachers will be paid an additional $300 per year beginning with the 18th year of full-time instructional service in the Dearborn system and an additional $300 (for a total of $600 per year) beginning with the 25th year of service.

XXIV. EXTRA COMPENSATION

Extra compensation shall be paid for such of the following assignments as are made that are beyond the regular teaching load and/or day:

Debate	7.50%	Athletic Director	7.24%
Newspaper	9.60%	Soccer	5.00%
Drama	9.00%	Faculty Manager	7.24%
Cultural Activities	12.00%	Golf	3.40%
Instrumental Music	7.50%	Cheerleading	3.40%
Vocal Music	5.00%	Hockey	9.00%
Cross Country	4.74%	Forensics	7.50%
Basketball (Head)	9.49%	Staff Advisor, ASG	7.24%
(Asst)	6.00%	Director of Exhibits	7.24%
Swimming	9.49%	Coach, Women's Volleyball	5.25%
Baseball	5.25%	Coach, Women's Tennis	3.39%
Track	5.25%	Director of Intramurals	9.49%
Tennis	4.74%	Asst. Director, Intramurals	6.00%

The percentages stated above shall be applied to an annual average salary to be determined and provided by the administration.

Compensation for newly established assignments shall be determined by discussion and agreement with the Union.

XXV. WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The parties may, however, by mutual agreement, negotiate on any item both deem to require negotiation.

XXVI. CONFORMITY TO LAW CLAUSE

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union and employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or if any provision of this Agreement shall at any time be changed or voided by legislation, such provision(s) shall be void and inoperative. However, at the option of either party to the contract, the specific provision, thus voided, and that provision only, shall be immediately subject to negotiations. All other provisions of this Agreement shall continue in effect.

XXVII. MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

XXVIII. DURATION

This Agreement shall be effective on September 1, 1973, and shall continue in full force and effect until August 31, 1975. At any time subsequent to February 1, 1975, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin no later than twenty days after delivery of such written notification;

provided, however, that no Agreement shall be construed to alter practice or otherwise affect or support or assistance settlement of negotiations Board of Trustees - NFCC-FT the attached calendars shall 1973-1975.

IN WITNESS WHEREOF, the parties authorized representatives this

FOR THE BOARD

(Signed)

Margaret S. Fearon, Board Chair
Stuart M. Bundy, NFCC President

provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union. In connection with final settlement of negotiations on the 1973-1975 Henry Ford Community College Board of Trustees - HFCC-FT Contract, it is understood and agreed that the attached calendars shall be the official college calendars for 1973-1975.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 18th day of June 1973.

FOR THE BOARD	FOR THE UNION
(Signed)	(Signed)
Margaret S. Fourch, Board Chairman Stuart M. Dundy, HFCC President	Harold E. King, President John C. Azar Lorne Colter Fernand Feig Herbert Schroeder Mary Joan Woods

EXHIBIT A - 1973-1974 REGULAR COLLEGE CALENDAR

Date	Day	Schedule
September 10	Mon.	Faculty reports; FallCo enrollment
September 11-14	Tues.-Fri.	Enrollment, day and evening
September 17	Mon.	All classes begin; add-drop week
November 21	Wed.	All classes end following night school
November 26	Mon.	All classes resume
December 21	Fri.	All classes end following night school
December 22	Sat.	All Saturday classes end following classes
January 3	Thurs.	All classes resume
January 11	Fri.	All classes end; Saturday classes end Jan. 12
January 14	Mon.	Examinations begin
January 22	Tues.	All examinations end - Noon
January 23	Wed.	All grades due - Noon
January 24-25	Thurs.-Fri.	Faculty Meetings; prep for Spring Semester
January 28	Mon.	Faculty reports; FallCo enrollment
January 29-February 1	Tues.-Fri.	Enrollment, day and evening
February 4	Mon.	All classes begin; add-drop week
April 11	Thurs.	All classes end following night school
April 13	Sat.	All Saturday classes end following classes
April 22	Mon.	All classes resume
May 24	Fri.	All classes end
May 25	Sat.	All Saturday classes end following classes
May 27	Mon.	Memorial Day; Legal holiday
May 28	Tues.	Examinations begin
June 5	Wed.	All examinations end - Noon
June 6	Thurs.	All grades due - Noon
June 7	Fri.	Faculty Meetings; Graduation

SUMMER SCHOOL 1974

June 12-13	Wed.-Thurs.	Summer School enrollment
June 17	Mon.	Summer School begins
July 4	Thurs.	Independence Day - Legal Holiday
August 9	Fri.	Summer School ends

EXHIBIT B - 1973-1974 R.T.I. CALENDAR

Date	Day	Schedule
September 3	Mon.	Labor Day - Legal Holiday
September 4	Tues.	Faculty reports
September 4-5	Tues.-Wed.	Course implementation
September 6	Thurs.	Classes begin - 1st Semester
November 22-23	Thurs.-Fri.	Thanksgiving Holiday
November 26	Mon.	Classes resume
December 18	Tues.	Classes end - 1st Semester
December 19-21	Wed.-Fri.	Course implementation
December 24-January 1	Mon.-Tues.	Christmas recess

EXHIBIT B - '73-'74 R.T.I. CALENDAR (

Date	Day	S
January 2	Wed.	C
April 11	Thurs.	C
April 12	Fri.	C
April 15-19	Mon.-Fri.	C
April 22-26	Mon.-Fri.	C
April 29	Mon.	C
May 27	Mon.	C
May 28	Tues.	C
July 4	Thurs.	I
July 5	Fri.	C
August 9	Fri.	

EXHIBIT C - 1974-1975 REGULAR COLLEGE

September 9	Mon.	F
September 10-13	Tues.-Fri.	E
September 16	Mon.	A
November 27	Wed.	A
December 2	Mon.	A
December 20	Fri.	A
December 21	Sat.	A
January 2	Thurs.	A
January 10	Fri.	A
January 11	Sat.	A
January 13	Mon.	E
January 21	Tues.	A
January 22	Wed.	A
January 23-24	Thurs.-Fri.	F
January 27	Mon.	F
January 28-31	Tues.-Fri.	E
February 3	Mon.	A
March 27	Thurs.	A
March 29	Sat.	A
April 7	Mon.	A
May 23	Fri.	A
May 24	Sat.	A
May 26	Mon.	M
May 27	Tues.	E
June 4	Wed.	A
June 5	Thurs.	A
June 6	Fri.	F

SUMMER SCHOOL 1975

June 11-12	Wed.-Thurs.	S
June 16	Mon.	S
July 4	Fri.	I
August 8	Fri.	S

EXHIBIT B - '73-'74 R.T.I. CALENDAR (cont'd.)

Date	Day	Schedule
January 2	Wed.	Classes begin - 2nd Semester
April 11	Thurs.	Classes end - 2nd semester
April 12	Fri.	Good Friday - Holiday
April 15-19	Mon.-Fri.	Easter recess
April 22-26	Mon.-Fri.	Course implementation
April 29	Mon.	Classes begin - 3rd Semester
May 27	Mon.	Memorial Day - Holiday
May 28	Tues.	Classes resume
July 4	Thurs.	Independence Day - Holiday
July 5	Fri.	Classes resume
August 9	Fri.	Classes end - 3rd Semester

EXHIBIT C - 1974-1975 REGULAR COLLEGE CALENDAR

September 9	Mon.	Faculty reports; FoMoCo enrollment
September 10-13	Tues.-Fri.	Enrollment, day and evening
September 16	Mon.	All classes begin; add-drop week
November 27	Wed.	All classes end following night school
December 2	Mon.	All classes resume
December 20	Fri.	All classes end following night school
December 21	Sat.	All Saturday classes end following classes
January 2	Thurs.	All classes resume
January 10	Fri.	All classes end following night school
January 11	Sat.	All Saturday classes end following classes
January 13	Mon.	Examiantions begin
January 21	Tues.	All examinations end - Noon
January 22	Wed.	All grades due - Noon
January 23-24	Thurs.-Fri.	Faculty Meetings; prep for Spring Semester
January 27	Mon.	Faculty reports; FoMoCo enrollment
January 28-31	Tues.-Fri.	Enrollment, day and evening
February 3	Mon.	All classes begin; add-drop week
March 27	Thurs.	All classes end following night school
March 29	Sat.	All Saturday classes end following classes
April 7	Mon.	All classes resume
May 23	Fri.	All classes end following night school
May 24	Sat.	All Saturday classes end following
May 26	Mon.	Memorial Day - Legal Holiday
May 27	Tues.	Examinations begin
June 4	Wed.	All examinations end - Noon
June 5	Thurs.	All grades due - Noon
June 6	Fri.	Faculty Meetings; Graduation

SUMMER SCHOOL 1975

June 11-12	M.-Thurs.	Summer School enrollment
June 16	Mon.	Summer School begins
July 4	Fri.	Independence Day - Legal Holiday
August 8	Fri.	Summer School ends

EXHIBIT D - 1974-1975 R.I.I. CALENDAR

Date	Day	Schedule
September 2	Mon.	Labor Day - Legal Holiday
September 3	Tues.	Teachers report
September 3-4	Tues.-Wed.	Course Implementation
September 5	Thurs.	Classes begin - 1st Semester
November 27	Wed.	Begin Thanksgiving recess end of normal day
December 2	Mon.	Classes resume
December 20	Fri.	Classes end - 1st Semest ; Christmas recess begins end of normal day
January 2	Thurs.	Classes begin - 2nd Semester
April 16	Wed.	Classes end - 2nd Semester; begin Spring recess end of normal day
April 24	Thurs.	Classes begin - 3rd Semester
May 26	Mon.	Memorial Day - Legal Holiday
May 27	Tues.	Classes resume
July 4	Fri.	Independence Day - Legal Holiday
July 7	Mon.	Classes resume
August 8	Fri.	Classes end - 3rd Semester